

Contract no. 635

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RUTGERS UNIVERSITY

A G R E E M E N T

between

TOWNSHIP OF BLOOMFIELD,
ESSEX COUNTY, NEW JERSEY

and

THE SUPERIOR OFFICERS COMMITTEE
BLOOMFIELD POLICE DEPARTMENT

January 1, 1990 through December 31, 1992

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PREAMBLE

This Agreement is entered into this *2nd* day of *October* 1990 by and between the TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Township or the Employer), and THE SUPERIOR OFFICERS COMMITTEE, BLOOMFIELD POLICE DEPARTMENT (hereinafter called the Committee).

ARTICLE I
RECOGNITION

The Township hereby recognizes the Committee as the exclusive majority representative for all Sergeants, Lieutenants and Captains in the Police Department of the Township within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:13A-1.1 et seq.

ARTICLE II
MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. To the Executive Management and Administrative control of the Government and its properties and facilities and the activities of its employees;

2. To hire all Employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer Employees;

3. To take any disciplinary action permitted by law for good and just cause.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States.

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Committee on behalf of an individual employee or group of employees, or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee, the Committee on behalf of an aggrieved employee or employees, or the Township shall institute action under the provisions hereof within ten (10) working days

GRIEVANCE PROCEDURE (Continued)

of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his Division Commander, for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

(b) The Division Commander shall render a decision within five (5) calendar days after receipt of the grievance.

Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the employee or the Committee shall, in writing and signed, file the grievance with the Chief of Police, within three (3) calendar days following the determination at Step One.

(b) The Chief of Police shall render a decision in writing within five (5) calendar days from the receipt of the grievance. However, in the event the Chief of Police is on leave, off, duty, or out of town, the five (5) calendar days time limit shall not begin running until the Chief of Police has returned.

Step Three:

(a) In the event the grievance has not been resolved in or at Step Two, the employee or the Committee may appeal, in writing, the Chief of Police's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.

GRIEVANCE PROCEDURE (Continued)

(b) The Township Administrator shall render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty, or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.

Step Four:

(a) In the event the grievance has not been resolved in or at Step Three, the employee or the Committee may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.

(b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

Step Five:

(a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided.

(b) In the event that the Township or the Committee desires to submit a grievance to arbitration, the following procedure shall be followed:

1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other

GRIEVANCE PROCEDURE (Continued)

party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.

2) The party demanding arbitration shall request the N. J. State Board of Mediation to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the N.J. State Board of Mediation.

3) The costs of the services of the arbitrator shall be borne equally by the Township and the Committee.

4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5) The decision of the arbitrator shall be final and binding upon the Township and the Committee.

D. A failure to respond at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

E. Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the Grievance Committee or a Township Official whose presence is required or necessary to present, hear or resolve a grievance is unavailable because of illness, vacation, or other bona fide cause.

F. The Township reserves the right to file in writing a grievance on its behalf with the Committee who shall conduct

GRIEVANCE PROCEDURE (Continued)

a conference with representatives of the Township (not to exceed three (3)) within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, either party may file within ten (10) calendar days for final and binding arbitration in accordance with this Article.

G. In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Committee.

ARTICLE IV

DEDUCTIONS FROM SALARY

A. The Employer agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the P.B.A. Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9 (e)), as amended. Said monies together with records of any corrections shall be transmitted to the Association Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate offices. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Association to the Employer.

ARTICLE V

NO-STRIKE PLEDGE

A. The Committee covenants and agrees that during the terms of this Agreement neither the Committee nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer. The Committee agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Committee will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer.

NO-STRIKE PLEDGE (Continued)

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damages or both, in the event of such breach by the Committee or its members.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Employees shall be assigned at the discretion of the Chief to work eight (8) hour shifts of four (4) consecutive days on and two (2) consecutive days off or five (5) consecutive days on and two (2) consecutive days off except in case of emergency as provided in Section 21-5 of "Bloomfield Town Code."

B. The normal daily tour of duty is as follows:

5-2 Personnel

1. Fifteen (15) minutes prior to commencement of tour of duty: for show up and shape up (Training).

2. Fifteen (15) minutes after tour of duty: to complete reports and transfer of information, if necessary.

3. Memorial Day inspection.

The Committee shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade.

4. Departmental meetings, if necessary.

5. Personnel conferences with individual subordinates. if necessary.

6. Normal tour of duty consists of eight (8) hours plus 1 - 5 above.

HOURS OF WORK AND OVERTIME (Continued)

4-2 Personnel

1. Ten (10) minutes prior to commencement of tour of duty: show up.
2. Fifteen (15) minutes after tour, if necessary, to complete reports and orderly changing of shifts.
3. Formal classroom training: twenty (20) hours per year staff meetings and training.
4. Memorial Day inspection.

The Committee shall cooperate with the Chief of Police in connection with the efforts to recruit volunteers to march in the annual Memorial Day Parade.

5. Departmental meetings, if necessary.
6. Personnel conferences with individual subordinates, if necessary.
7. Normal tour of duty consists of eight (8) hours plus 1 - 6 above.

C. The normal yearly work schedule shall consist of two thousand eighty (2080) hours per year.

D. Hours worked in excess of those regularly scheduled as provided in Sections A, B and C above, shall be deemed overtime provided such work has been authorized and shall be compensated at one and one-half (1-1/2) times the regular rate of pay. In the computation of an Employee's regular

HOURS OF WORK AND OVERTIME (Continued)

hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by two thousand eighty (2080) hours.

The present methods utilized in computation of overtime for those eligible shall be maintained as stated in a certain ordinance entitled, "An Ordinance Establishing An Overtime Pay Program For The Officers And Members Of The Police And Fire Departments Of The Town of Bloomfield," adopted October 21, 1968, Volume 11 of Town Ordinances, pages 112, etc.

E. Those employees who are assigned to the five (5) consecutive days on two (2) consecutive days off tour of duty, who by working their regularly scheduled normal tour, work in excess of two thousand eighty (2080) hours per year, shall be compensated as follows for said extra time:

- 1) One (1) compensatory day off per month, and
- 2) Five (5) days off as follows:
 - a) New Years Day
 - b) Independence Day
 - c) Labor Day
 - e) Thanksgiving Day
 - f) Christmas Day

F. Payment for overtime hours worked shall be made as follows: for overtime worked from January 1 through and including June 30th, payment shall be made in July. For overtime worked from July 1 through and including November 15th, payment shall

ARTICLE VII
VACATION LEAVE

A.1. Effective January 1, 1990 employees shall receive vacation with pay according to the following schedule:

In the 1st calendar year of service, an employee earns one and one-fourth (1 $\frac{1}{4}$) working days each month or major fraction thereof of service and may take NO days vacation.

Effective January 1, 1991, the fraction will be increased to 1.33 days. Effective January 1, 1992, the fraction will be increased to 1.416 working days.

In the 2nd calendar year of service, an employee earns fifteen (15) working days per year of service and may take the number of days earned in the 1st calendar year of service as vacation.

Effective January 1, 1991, fifteen (15) working days is increased to sixteen (16) working days.

Effective January 1, 1992, sixteen (16) working days is increased to seventeen (17) working days.

In the 3rd through 10th calendar year of service, an employee earns fifteen (15) working days per year of service and may take fifteen (15) days vacation.

Effective January 1, 1991, fifteen (15) working days is increased to sixteen (16) working days.

Effective January 1, 1992, sixteen (16) working days is increased to seventeen (17) working days.

VACATION LEAVE (Continued)

In the 11th through 20th calendar year of service, an employee earns twenty-one (21) days per year of service and may take twenty-one (21) days vacation.

Effective January 1, 1991, twenty-one (21) working days is increased to twenty-two (22) working days.

Effective January 1, 1992, twenty-two (22) working days is increased to twenty-three (23) working days.

In the 21st calendar year of service, and thereafter, an employee earns twenty-three (23) working days per year of service and may take twenty-three (23) days vacation.

Effective January 1, 1991, twenty-three (23) working days is increased to twenty-four (24) working days.

Effective January 1, 1992, twenty-four (24) working days is increased to twenty-five (25) working days.

VACATION LEAVE (Continued)

B. The total years of service after permanent appointment of each Employee in the classified Civil Service shall be considered in determining annual vacation leave provided under the above schedule.

C. Vacation leave shall be taken in accordance with paragraph A. of this Article at such time as permitted or directed by the Police Chief unless the Police Chief, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

D. When in any calendar year the annual vacation leave or any part thereof is not granted and taken, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual Employee and shall be taken during the next two (2) succeeding calendar years only, or it will be lost. This accumulation of vacation leave is limited because no Employee upon termination by reason of retirement, resignation, layoff or death shall be paid in excess of one year's vacation leave accrued plus vacation earned in the year of termination.

E. Employees who have been permitted, prior to the signing of this Agreement, to carry over and accumulate vacation beyond the year following the calendar year in which it is earned due to the pressure of work or other emergency situation, as noted in C. above, will not forfeit any such vacation.

HOURS OF WORK AND OVERTIME (Continued)

be made in December. For overtime worked from November 16th through and including December 31st, payment shall be made in January. Overtime shall be paid at the rate of pay in effect on the date that overtime is worked.

Employees may, at their option, take "time-coming" in lieu of pay for overtime. The "time-coming" shall be earned at the rate of time and one-half and shall be granted when requested provided manpower requirements are not unreasonably reduced. This "time-coming" provision shall not apply to compensatory days granted to 5-2 personnel under Paragraph E hereof.

G. In the event an employee is required, on behalf of the Township of Bloomfield, to appear in any judicial or administrative proceeding on his day off, time off or vacation time, in connection with his duties as a police officer, he shall be paid one and one-half (1-1/2) times his regular hourly rate of pay.

H. The Township will pay eight (8) hours' pay for eight (8) hours of overtime worked, in the event an employee is required to work two (2) consecutive or continuous shifts.

I. Captains shall be paid \$200 per calendar year for the administration of overtime in their divisions and shall be ineligible for any overtime pay. The flat rate of pay of \$200 shall be payable semi-annually, \$100.00 in July and \$100.00 in December of each year.

ARTICLE VIII

HOLIDAY PAY

A. Every Employee shall be granted fourteen (14) holidays, with pay, in lieu of time off, for the following holidays:

- (1) New Year's Day
- (2) Lincoln's Birthday
- (3) Washington's Birthday
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) General Election Day
- (10) Veterans' Day
- (11) Thanksgiving Day
- (12) Friday after Thanksgiving
- (13) Christmas Day
- (14) Floating Holiday

B. Every Employee shall be compensated for such holidays on the basis of one-tenth of their bi-weekly pay for each such holiday. The bi-weekly pay shall be established as of July 1, or effective date of termination by reason of death or retirement, if earlier, and shall consist of basic salary plus longevity. This compensation shall be in addition to the equivalent time paid for such holidays.

C. Holiday pay shall be paid once each year in December only for the number of holidays, heretofore recited in Paragraph A, which holidays fall within the period commencing January 1 or a later commencement date and terminating on December 31.

HOLIDAY PAY (Continued)

D. Employees who are terminated by reason of death or retirement during the calendar year shall be paid only for the number of holidays, heretofore recited in Paragraph A, which holidays fall prior to the date of termination.

Employees who shall be terminated for any other reason than death or retirement during the calendar year shall not be paid for holidays.

E. Holiday pay shall not be considered together with regular pay for pension purposes.

F. Holiday pay shall be paid notwithstanding the fact that an officer or member is receiving the maximum salary provided in the regular salary ordinance.

G. Employees shall have the option of using Holiday paid days as time-off with permission of Chief of Police as is currently done with respect to personal days up to October 1st.

ARTICLE IX

HOLIDAY LEAVE

Employees covered under this Agreement will be entitled to one (1) day off, with pay, known as Holiday Leave.

ARTICLE X
PERSONAL LEAVE

A. Effective January 1, 1990, employees covered under this Agreement shall be entitled to two (2) personal leave days annually, without loss of regular pay, in addition to any other time off provided for in this Agreement. Effective January 1, 1991, two (2) personal leave days is increased to three (3) personal leave days. Requests for personal day leave shall be submitted, in writing, to the Chief of Police at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Police Chief, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation.

B. Personal leave day shall not accumulate to the credit of the individual employee from year to year and, if not taken during the calendar year, shall be lost.

C. In the event an employee is unable to take a personal leave day in the calendar year because of pressure of work or other emergency situation in accordance with Paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.

ARTICLE XI

SICK LEAVE

A. No sick leave shall be granted to any temporary Employee for the first six (6) months of service from the date of temporary appointment. A temporary Employee shall earn and accumulate one (1) day for each month, or major fraction thereof, of completed service thereafter.

B. From the date of permanent appointment each Employee shall earn and accumulate one (1) day of sick leave for each month, or major fraction thereof, of completed service up to and including December 31st following the date of permanent appointment.

C. For each year following the December 31st following the date of permanent employment, the Employee shall be granted fifteen (15) days sick leave for each calendar year thereafter. The amount of such sick leave not taken shall accumulate to the Employee's credit from year to year.

D. Sick leave may be taken, when needed, for the following purposes:

1. Personal illness;
2. Exposure to contagious disease; and
3. Attendance upon a member of the Employee's immediate family seriously ill and which requires the care or attendance of such

SICK LEAVE (Continued)

Employee. Such attendance shall be limited to a maximum of three (3) days. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife.

E. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield (which service may include the purchase of military service time in accordance with Chapter 391, P.L. 1983 N.J.S.A. 43:16A-11.7 et seq.) will be paid at current salary figures on one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days, and effective January 1, 1985 an additional one (1) day's pay for every four (4) days of accrued sick leave in excess of two hundred (200) days.

F. An employee who dies while still an active member of the Police Department will have paid to his estate the following benefit at current salary figures: one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

G. An employee who is injured, ill or disabled from any cause, shall be granted injury leave with pay for a period not exceeding one year, provided that the examining physician appointed by the Township certifies to such injury, illness or disability. Such injury leave shall only be granted upon exhaustion of any sick leave accumulated pursuant to other sections of Article XI.

SICK LEAVE (Continued)

H. Township offers optional buyback of up to five (5) days sick time a year for those members who have accumulated at least twenty-seven (27) days and have not used any sick time up to December 1st with option dropping by a day for each day used.

ARTICLE XII

WORK-CONNECTED INJURY LEAVE

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such employee is incapable of performing his duties as a police officer and that such disability is established by the Township Physician.

ARTICLE XIII

HEALTH, DENTAL, PRESCRIPTION DRUG, AND LIFE INSURANCE

A. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.

The Association agrees to accept if and when the Township chooses a change from the present State Health Benefits Program to some other Self-funded or other health benefits program as long as the benefits are the same.

B.1. In accordance with Chapter 88, P.L. 1974, N.J.S.A. 52:14-17.38, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the State Health Benefits Program, but not including survivors, if such employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including employees who retired on disability pensions based on fewer years of service credited in such retirement system.

B.2. In the event that a statute is enacted during the term of the contract, which statute provides for retirement based on twenty (20) years or more rather than twenty-five (25) years or more of service, then the Township shall provide the State Health Benefits Program benefit to retired employees on the basis of twenty (20) years or more of service.

C. The Township agrees to provide a \$1,000.00 Death Benefit (life insurance) for employees during the life of this Agreement.

D. Effective January 1, 1990, the employer agrees to provide dental insurance coverage up to a maximum average cost of \$400.00 per employee.

HEALTH, DENTAL, PRESCRIPTION DRUG
AND LIFE INSURANCE (Continued)

The difference between the employee contribution and the actual cost shall be borne by the employee. During the term of this contract, employee contribution will be frozen at 1990 level.

E.1. Effective July 1, 1990 employees agree to use the Major Medical Plan for Prescription Reimbursement. The Township shall reimburse officers for all prescription drugs immediately after a receipt is submitted for payment and a Major Medical application is signed. Coverage will be for family, husband-wife, single or employee-child depending on employee's status. Employees are to sign over to Township any reimbursements received from Major Medical Carrier as soon as they are received.

2. If the Township fails to fulfill its obligations under Paragraph D during the term of this Agreement then the prescription plan in effect as of December 31, 1989 shall be reinstated. The Township also agrees to reimburse officers for all prescription drugs in accordance with Paragraph D(1) which are purchased during any waiting period until the plan is reinstated.

3. In the event this provision, in whole or in part, is determined to be invalid, the Township shall implement the same prescription drug plan which was in effect on December 31, 1989.

4. When officers present the receipt for reimbursement, they will be given the Major Medical application to complete and sign.

HEALTH, DENTAL, PRESCRIPTION DRUG
AND LIFE INSURANCE (Continued)

5. The officer shall complete the application and seal the application and prescription form in the envelope in order to preserve the confidentiality of the prescription forms.

6. The Township agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

7. The Township will reimburse the officer in accordance with Article XIII(D) (1), upon presentation of the receipt and completion of the steps in Paragraph 5.

ARTICLE XIV

PAY FOR WORK IN HIGHER RANK

A. Lieutenants and Sergeants assigned by the Chief of Police to perform the duties of a higher rank and who so act for a period of at least four (4) consecutive tours of duty shall be paid at the effective rate of pay for the first year of service for that rank retroactive to the assignment to that rank.

B. Payment for working in higher rank shall be made within thirty (30) days following the month in which the work in higher rank was performed.

C. Captains, when designated by the Chief of Police, shall serve as Acting Police Chief at no additional pay for work in the higher rank.

ARTICLE XV

CLOTHING AND OTHER ALLOWANCES

A. The Township shall provide an annual clothing allowance for the year 1985 in the sum total of five hundred-fifty dollars (\$550.00) payable during the month of January 1986 and thereafter by March 1st of subsequent years for each preceding calendar year.

B. The clothing allowance shall be paid to employees who are employed by the Township on January 1st of the given year and have been employed for twelve (12) months continuously prior to that date.

C. The clothing allowance shall be pro-rated for employees who are employed by the Township for a portion of the preceding year according to the following formula:

1. Upon completion of three (3) months' service - 25% clothing allowance.

2. Upon completion of six (6) months' service - 50% clothing allowance.

3. Upon completion of nine (9) months' service - 75% clothing allowance.

D. The clothing allowance shall be pro-rated for employees who retire by payment for the portion of the year in which they retire according to the following formula:

1. Upon completion of three (3) months' service - 25% clothing allowance.

2. Upon completion of six (6) months' service - 50% clothing allowance.

3. Upon completion of nine (9) months' service - 75% clothing allowance.

CLOTHING AND OTHER ALLOWANCES (Continued)

E. An employee who dies while an active member of the Police Department will have paid to this estate the pro-rated clothing allowance earned during his final year of service. Proration shall be made according to the following formula:

1. Upon completion of three (3) months' service - 25% clothing allowance.
2. Upon completion of six (6) months' service - 50% clothing allowance.
3. Upon completion of nine (9) months' service - 75% clothing allowance.

F. Each bargaining unit member shall receive an ammunition allowance to be paid by March 1st, as follows:

1. 1990-330, \$130 of such monies shall be paid by October 15, 1990.
2. 1991-340
3. 1992-350

G. Beginning in 1988 a \$200.00 incentive pay will be made to a member of the bargaining unit who receives a police-related degree BA/MA from an accredited college or university. One half of the amount shall be paid in July and the remainder in December -- although for 1988 the total amount shall be paid in December.

H. A sum shall be paid to Lieutenants and Captains for being available to attend any civil court proceeding as a representative of the police department and/or Township and for being available to attend official administrative proceedings other than those related to criminal investigations performed as a regular function of a Superior Officer's regular duties. The sums involved are:

CLOTHING AND OTHER ALLOWANCES (Continued)

Lieutenants	1990	\$466.87
	1991	\$494.88
	1992	\$524.57
Captains	1990	\$532.25
	1991	\$564.19
	1992	\$598.04

The above amounts shall be paid in December of each year.

ARTICLE XVI

MILITARY LEAVE

Military leave shall be granted in accordance with
the provisions of all applicable laws.

ARTICLE XVII

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of Municipal Ordinances applicable to employees covered under this Agreement, shall remain in full force and effect during the term of this Agreement.

ARTICLE XVIII
DEATH IN FAMILY LEAVE

A. Leave of absence of five (5) working days, with full pay, shall be granted to each employee upon the death of a member of the immediate family. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, step-children, stepparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, spouse's grandparents, and spouse's parents.

B. Absence from duty because of the death of any other relative or for the purpose of attending the funeral of anyone, will be chargeable to a member's accumulated vacation time or accumulated overtime. In no event may sick time be used for such purpose.

ARTICLE XIX

RETIREMENT

Employees shall retain all pension rights under
New Jersey Law.

ARTICLE XX

BUSINESS EXPENSES

A mileage allowance of twelve (12) cents per mile, in addition to receipted toll expenses, will be paid to an employee who is required by the Chief of Police to provide his own vehicle for business related travel.

ARTICLE XXI

SALARIES

The salary for all employees covered by this Agreement is set forth in Schedule A attached hereto and incorporated as part hereof.

ARTICLE XXII

LONGEVITY

A. A longevity program based upon the Employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	- 2%
After ten (10) years of service	- 4%
After fifteen (15) years of service	- 6%
After twenty (20) years of service	- 8%
After twenty-five (25) years of service	- 10%
Effective January 1, 1985 after 24 years of service	- 10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an Employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the Employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the employee such as military service, injury in line of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the

LONGEVITY (Continued)

Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.

G. Longevity pay shall be paid notwithstanding the fact that an employee of the Township is receiving the maximum salary provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the employee's date of hire.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. In accordance with law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

COMMITTEE REPRESENTATIVES

A. Any representative designated in writing by the Committee may enter the Township facilities or premises at any time for the purpose of observing working conditons or assisting in the adjustment of grievances. When the Committee decides to have its representatives enter the Township facilities or premises, it will request such permission from the Police Chief or his representatives, and such permission will not be unreasonably withheld.

B. An aggregate of three (3) Committee representatives shall be appointed by the Committee each year on July 1st to represent the Committee in grievances with the Township. The Committee shall notify the Township in writing within ten (10) calendar days after the appointment of the aforementioned representatives. These three Committee representatives shall suffer no loss of regular pay or time due when processing grievances.

C. During collective negotiations, authorized Committee representatives, not to exceed four (4), shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or time due.

ARTICLE XXVI

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 1990, and shall remain in effect to and including December 31, 1992. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set their hands and seals this *2nd* day of *October* 1990.

THE SUPERIOR OFFICERS COMMITTEE
BLOOMFIELD POLICE DEPARTMENT

By: *J. A. Jawacki*

Attest: *Peter R. Falci*

TOWNSHIP OF BLOOMFIELD,
ESSEX COUNTY, NEW JERSEY

By: *Jim Maggione*

Attest: *John J. Salerno*

SCHEDULE A

SALARIES

A. Effective January 1, 1990, the following salaries shall be fixed and paid as follows:

<u>Sergeant</u>	- with at least 3 years of prior service in the Department is a lower rank.	\$40,955
<u>Lieutenant</u>		\$46,688
<u>Captain</u>		\$53,226

B. Effective January 1, 1991, the following salaries shall be fixed and paid as follows:

<u>Sergeant</u>	- with at least 3 years of prior service in the Department in a lower rank.	\$43,412
<u>Lieutenant</u>		\$49,489
<u>Captain</u>		\$56,420

C. Effective January 1, 1992, the following salaries shall be fixed and paid as follows:

<u>Sergeant</u>	- with at least 3 years of prior service in the Department in a lower rank.	\$46,017
<u>Lieutenant</u>		\$52,458
<u>Captain</u>		\$59,805

D. Officers and members of the Police Department shall receive credit for prior creditable service in their respective positions and office in such department so that existing years of creditable service in their respective position and office in the department shall determine the annual salaries of such officers and members in the department. The annual salary according to years of creditable service shall be determined and shall become effective on the first bi-weekly pay period in which the respective annual anniversary dates fall.

SCHEDULE A - SALARIES (Continued)

E. Officers and members of the Police Department of the Township of Bloomfield terminating their services with the Township, shall be paid one-twelfth (1/12) of their annual salary for each complete month employed by the Township.

Officers and members of the Police Department working a part of a month shall be paid for the actual days worked in the final month of employment to be calculated at the rate of one-tenth (1/10) of the bi-weekly salary multiplied by the actual number of days worked in the final month of employment.